

The Gazette



of India

सत्यमेव जयते

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PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF LAW

New Delhi, the 14th July 1950

S.R.O. 268.—WHEREAS a difficulty has arisen in the application of the electoral law of the State of Mysore to the filling of casual vacancies and incidental matters;

NOW, THEREFORE, in exercise of the powers conferred by paragraph 12 of the Provisional State Legislatures (Casual Vacancies) Order, 1950, and all other powers enabling him in this behalf, the President is pleased to direct that the Mysore Legislative Assembly Election Rules shall have effect subject to the modification that the references in rules 21 and 35 and the First Schedule to the Bangalore District (Rural) and the Bangalore Districts (Urban and Rural) shall be construed as references to the amalgamated Bangalore District.

[No. F. 54/50-C.]

K. V. K. SUNDARAM, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 12th July 1950

S.R.O. 269.—In exercise of the powers conferred by section 3 of the Indian Passport Act, 1920 (XXXIV of 1920), the Central Government is pleased to direct that, with effect from the 1st August 1950, the following amendment shall be made in the Indian Passport Rules, 1950, namely:—

In clause (c) of sub-rule (1) of rule 4 of the said Rules, the words "or from Burma" shall be omitted.

[No. 4/5/49-F. I.]

FATEH SINGH, Dy. Secy.

MINISTRY OF FINANCE

New Delhi, the 12th July 1950

S.R.O. 270.—In exercise of the powers conferred by sub-section (3) of section 1 of the Banking Companies (Legal Practitioners' Clients' Accounts) Act, 1949 (XLVI of 1949), the Central Government is pleased to appoint the 1st August, 1950, as the date on which the said Act shall come into force in the State of Orissa.

[No. F. 4(225)-F.1/49.]

S. K. SEN, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

CUSTOMS

New Delhi, the 22nd July 1950

S.R.O. 271.—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government is pleased to direct that the following further amendment shall be made in the notification of the Government of India in the late Finance Department (Central Revenues) No. 33-Customs, dated the 22nd June 1935, namely:—

In Schedule 1 annexed to the said notification, under the heading "C—OTHER SPECIAL CONSIGNEES" after Serial No. 46A, the following shall be inserted, namely:—

<p>46B Personal effects and articles imported by the officials of the Diplomatic Missions in India, other than those holding diplomatic status, and by their families for their personal use on their first arrival to take up their appointment in India.</p>	<p>Provided that the goods are imported within the time-limit fixed under the Baggage Rules made under Section 75 of the Sea Customs Act and corresponding exemption is allowed to Indian officials of the same status by the Government of the Mission concerned and that the claimants are nationals of the State employing them, are not normally resident in India, are sent by their respective Governments to posts in India and are not engaged in any private occupation for gain in India.</p>	<p>The whole."</p>
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[No. 67.]

S.R.O. 272.—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government is pleased to direct that the following further amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division), No. 42-Customs, dated the 9th October 1948, namely:—

In the Schedule to the said notification, for the existing entry against Tariff item No. 8, the following shall be substituted, namely:—

"Fresh fruits other than Grapes".

[No. 68.]

D. P. ANAND, Dy. Secy.

INCOME-TAX

New Delhi, the 22nd July 1950

S.R.O. 273.—It is notified for general information that the Central Government are pleased to approve the institution mentioned below for the purposes of sub-section (1) of Section 15-B of the Indian Income-tax Act, 1922 (XI of 1922).

Delhi

374. Indian Library Association, Delhi.

[No. 88.]

PYARE LAL, Dy. Secy.

MINISTRY OF INDUSTRY AND SUPPLY

New Delhi, the 12th July 1950

S.R.O. 274.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government is pleased to direct that the following further amendments shall be made in the Iron and Steel (Scrap Control) Order, 1943, namely:—

In the said Order—

I. After sub-clause (f) of clause 2, the following sub-clause shall be inserted, namely:—

“(ff) A certificate signed by the Controller or any officer authorised by him in this behalf shall be conclusive proof that the material in respect of which the certificate is issued is “scrap” for the purpose of this Order.”

II. After clause 7, the following clause shall be inserted, namely:—

“7A. (1) The Controller may, by order in writing direct any controlled source or scrap merchant or other person holding stocks of scrap to maintain a list of the godowns and stockyards with the boundaries thereof, where scrap belonging to him is stocked, and to exhibit such list on his business premises. The Controller may in any such order give directions as to the manner in which the order is to be carried out.”

“(2) The Controller may, by notification in the Official Gazette, direct that every controlled source, scrap merchant or other person holding stocks of scrap when selling any scrap for cash shall, if so requested by the purchaser, give to the purchaser a cash memorandum containing the particulars specified in such notification.”

III. In sub-clause (4) of clause 8, after the word “sell” the words “or offer to sell” shall be inserted.

[No. I(1)-4(59).]

S.R.O. 275.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government is pleased to direct that the following further amendments shall

be made in the Iron and Steel (Control of Production and Distribution) Order, 1941, namely:—

In the said Order—

I. Clause 8 shall be re-numbered as sub-clause (1) of that clause and after the sub-clause as so renumbered, the following sub-clause shall be inserted, namely:—

“(2) A certificate signed by the Controller or by any officer authorised by him in this behalf, in respect of any category of iron or steel, shall be conclusive proof that it is an article to which this Order is applicable.”

II. In sub-clause (1) of clause 11, after the word “stockholder” the words “and other person holding stocks of iron or steel” shall be inserted.

III. After clause 11A, the following clause shall be inserted, namely:—

“11AA. (1) The Controller may by order in writing direct any stockholder or other person holding stocks of iron and steel to maintain a list of the godowns and stockyards with the boundaries thereof, where iron or steel belonging to him is stocked, and to exhibit such list on his business premises. The Controller may in any such order give directions as to the manner in which the order is to be carried out.”

“(2) The Controller may, by notification in the Official Gazette, direct that every producer, stockholder or other person holding stocks of iron and steel when selling any iron or steel for cash shall, if so requested by the purchaser, give to the purchaser a cash memorandum containing the particulars specified in such notification.”

“(3) No producer, stockholder, or other person holding stocks of iron and steel shall, without sufficient cause, refuse to sell any iron or steel which he is authorised to sell under this order.”

“Explanation:—The possibility or expectation of obtaining a higher price at a later date shall not be deemed to be a sufficient cause for the purpose of this clause.”

IV. In sub-clause (3) of clause 11B, after the words “offer to sell” the words “and no person shall acquire” shall be inserted.

[No. I(1)-4(59).]

New Delhi, the 18th July 1950

S.R.O. 276.—In exercise of the powers conferred by sub-clause (a) of clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to direct that the following further amendment shall be made in the notification of the Government of India in the Ministry of Industry and Supply, No. I(1)-1(771) dated the 29th November 1948, namely:—

To the Schedule annexed to the said notification, the following entries shall be added, namely:—

“Secretary, Indian Central Cotton Committee, Bombay.

Jute Adviser to the Government of India, Calcutta.

Deputy Director (Sugar), Ministry of Agriculture, New Delhi.

Development Officer (Rubber), Directorate General of Industries and Supplies, New Delhi.

Development Officer (Paper), Directorate General of Industries and Supplies, New Delhi.

Development Officer (C. D. & P.), Directorate General of Industries and Supplies, New Delhi.

Assistant Petroleum Officer, Ministry of Works, Mines and Power, New Delhi.

Junior Project Officer, Central Electricity Commission, Simla.

Deputy Assistant Coal Commissioner (Stores), Calcutta.

Textile Commissioner, Bombay.

Director, Office of the Textile Commissioner, Bombay.

Assistant Director, Office of the Textile Commissioner, Bombay.

All Assistant Iron and Steel Controllers, Calcutta."

[No. I(1)-4(41).]

C. R. NATESAN, Dy. Secy.

MINISTRY OF AGRICULTURE

New Delhi, the 13th July 1950

S.R.O. 277.—In supersession of this Ministry's notification No. F.86-58/48-Com dated the 19th May, 1950 and in exercise of the powers conferred by section 9 of the Indian Lac Cess Act, 1930 (XXIV of 1930) the Indian Lac Cess Committee, with the previous sanction of the Central Government, hereby makes the following amendments in the Indian Lac Cess Committee provident Fund Rules, 1932, namely:—

In the said Rules—

I. For clause (a) of sub-rule (2) of rule 1, the following shall be substituted, namely:

(a) "family" means—

(i) In the case of a male subscriber, the wife or wives and the children of a subscriber and the widow, or widows and the children of a deceased son of a subscriber:

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs, to be entitled to maintenance she shall no longer be deemed to be a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notification in writing to the Secretary that she shall continue to be so regarded.

(ii) In the case of a female subscriber, the husband and the children of the subscriber, and the widow or widows and children of the deceased son of the subscriber;

Provided that if a subscriber by notification in writing to the Secretary expresses her desire to exclude her husband from her family, the husband shall no longer be deemed to be a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels formally in writing her notification excluding him.

I "children" means legitimate children.

NOTE II.—An adopted child shall be considered to be a child for the purpose of these rules when the Secretary or if any doubt arises in the mind of the Secretary, the Committee is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child. In no other case shall an adopted child be considered to be a child for the purpose of these rules.

II. For Rule 16, the following shall be substituted, namely:—

The following amendments shall be made in the Indian Lac Cess Committee Provident Fund Rules:—

(1) For Rule 16 and Form B, substitute the following revised rule forms:

16. *Declarations and withdrawal*—(1) A subscriber shall, as soon as may be after joining the Fund send to the Committee a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, or having become payable, has not been paid:

Provided that if, at the time of making the nomination, the subscriber has a family, the nomination shall not be in the favour of any person or persons other than the members of his family.

(2) If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms annexed to these rules as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Committee:

Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this rule.

(5) A subscriber may provide in a nomination—

(a) in respect of any specified nominee that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination;

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein; that provided if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-rule (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub rule (5) or the proviso thereto, the subscriber shall send to the Committee a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this rule.

(7) Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Committee.

III. For Rule 17, the following shall be substituted, namely:—

“Subject to any adjustment made under sub-rule (2) of rule 11 and to any deduction made under rule 12, on the death of a subscriber before the amount standing to the credit has become payable, or where the amount has become payable, before payment has been made;

(i) when the subscriber leaves a family

(a) If a nomination made by the subscriber in accordance with the provisions of rule 16 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

(b) If no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family become payable to the members of his family in equal shares:

Provided that no share shall be payable to—

- (1) Sons who have attained legal majority;
- (2) Sons of a deceased son who have attained legal majority;
- (3) Married daughters whose husbands are alive;
- (4) Married daughters of a deceased son whose husbands are alive.

If there is any member of the family other than those specified in clauses (1), (2), (3) and (4),

Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso.

NOTE.—Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub section (2) of section 3 of the Provident Funds Act, 1925.

(ii) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 16, in favour of any person or persons subsists, the amount standing to his credit in the Fund or a part of it to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

NOTE I.—When a nominee is a dependant of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act.

NOTE II.—When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 16 subsists, or if such nomination relate only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub clause (ii) of clause (c) of sub section (I) of the section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate."

IV. For form 'B', the following forms shall be substituted:—

FORM B

FORM OF DECLARATION

(Rule 16)

I. When the subscriber has a family and wishes to nominate one member thereof—

I hereby nominate the person mentioned below, who is member of my family as defined in rule 1 of the Indian Lac Cess Provident Fund Rules, to receive the amount that may stand to my credit in the Fund, in the event

of my death before that amount has become payable, or having become payable, has not been paid:—

Name and address of nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber
(1)	(2)	(3)	(4)	(5)

Dated this	day	19	at
Two witnesses to signature	Signature of subscriber		
(1)	(2)		
(i) Name.....	(i) Name.....		
(ii) Occupation.....	(ii) Occupation.....		
(iii) Address.....	(iii) Address.....		
(iv) Signature.....	(iv) Signature.....		

II. When the subscriber has a family and wishes to nominate more than one member thereof—

I hereby nominate the persons mentioned below, who are members of my family as defined in rule I of the Indian Lac Cess Provident Fund Rules, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:—

Name and address of nominee	Relationship with subscriber	Age	*Amount or share of accumulations to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber
(1)	(2)	(3)	(4)	(5)	(6)

Dated the	day of	19
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Two witnesses to signature	Signature of subscriber.
(1)	(2)
(i) Name.....	(i) Name.....
(ii) Occupation.....	(ii) Occupation.....
(iii) Address.....	(iii) Address.....
(iv) Signature.....	(iv) Signature.....

* NOTE.—This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

III. When the subscriber has no family and wishes to nominate one person:—

I, having no family as defined in rule I of the Indian Lac Cess Provident Fund Rules, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid:—

Name and address of nominee	Relationship with subscriber	Age	*Amount or share of accumulations to be paid to each	Name, address and relationship of the person, if any, to whom the right of the nomination shall pass in the event of his predeceasing the subscriber
(1)	(2)	(3)	(4)	(5)

Dated the	day	19	at
Two witnesses to signature.			Signature of subscriber
(1)			(2)
(i) Name.....			(i) Name.....
(ii) Occupation.....			(ii) Occupation.....
(iii) Address.....			(iii) Address.....
(iv) Signature.....			(iv) Signature.....

* NOTE.—When a subscriber, who has no family, makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

IV. When the subscriber has no family and wishes to nominate more than one person

I, having no family as defined in rule I of the Indian Lac Cess Provident Fund Rules, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not

been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:—

Name and address of nominee	Relationship with subscriber	Age	*Amount or share or accumulations to be paid to each	**Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber
(1)	(2)	(3)	(4)	(5)	(6)

Dated this	day of	19	at
Two witnesses to signature			Signature of subscriber
(1)			(2)
(i) Name.....			(i) Name.....
(ii) Occupation.....			(ii) Occupation.....
(iii) Address.....			(iii) Address.....
(iv) Signature.....			(iv) Signature.....

* NOTE.—This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

**NOTE.—Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

[P.36-58/48-Com.]

A. N. BERY, Under Secy.

New Delhi, the 14th July 1950

S.R.O. 278.—The following draft of certain further amendments to the Sann Hemp Grading and Marking Rules, 1942, which it is proposed to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (I of 1937), is published, as required by the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the draft will be taken into consideration on or after the 1st August, 1950.

Any objections or suggestions, which may be received from any person with respect to the said draft before the date specified, will be considered by the Central Government.

Draft Amendments.

In Schedule VI to the said Rules—

1. Under the heading '(i) C.P. Quality', after 'Jubbulpore No. 1' the following shall be inserted, namely:—

"Shorts

25 lbs

Creamy to grey

2. Under the heading '(ii) Kantabanji—Raigarh Quality', after 'Jubbulpore No. 1' the following shall be inserted, namely:—

"Shorts 30lbs Creamy to grey —"

[No. F. 4-9/50-Co.]

P. M. DAS GUPTA, Dy. Secy.

MINISTRY OF EDUCATION

ARCHAEOLOGY

New Delhi, the 6th July, 1950.

S.R.O. 279.—In exercise of the powers conferred by sub-section (3) of section 3 of the Ancient Monuments Preservation Act, 1904 (VII of 1904), the Central Government in the Ministry of Education is pleased to confirm its Notification No. D.4425/49-A.2 dated the 10th November, 1949, declaring the ancient monuments described in the schedule annexed thereto to be protected monuments within the meaning of the said Act.

(D.4425/49-A.2.)

RAM LAL, Under Secy.

MINISTRY OF COMMUNICATIONS

POSTS AND TELEGRAPHS

New Delhi, the 18th July 1950

S.R.O. 280.—In exercise of the powers conferred by the Indian Post Office Act, 1898 (VI of 1898), the Central Government is pleased to direct that the following further amendments shall be made in the Indian Post Office Rules, 1933, namely:—

In the said Rules—

(1) To sub-rule (2) of rule 2 the following proviso shall be added, namely:—

"Provided that in respect of inland registered newspapers posted at any post office under the Government of India but requiring air mail transmission only between Calcutta and Gauhati, a special surcharge shall be levied at the rate of 3 pies for every 2½ tolas or part thereof."

(2) For rule 2-A, the following rule shall be substituted, namely:—

"2-A.—On parcels posted for transmission by air, the following inclusive rates of postage and air mail fees shall be chargeable in addition to the registration fee on registered parcels:—

For a weight not exceeding 20 tolas.....ten annas.

For every 20 tolas, or fraction thereof exceeding 20 tolas.....
ten annas.

Provided that for parcels requiring air transmission only between Calcutta and Gauhati the following surcharge shall be levied in addition to the ordinary postage:—

For a weight not exceeding 40 tolas.....Four and a half annas.

For every 40 tolas or fraction thereof exceeding 40 tolas.....
Four and a half annas."

[No. R-1-1/49.]

S.R.O. 281.—In exercise of the powers conferred by section 7 of the Indian Post Office Act, 1898 (VI of 1898), the Central Government is pleased to direct that with effect from the 16th July 1950, the following further amendments shall be made in the Indian Post Office, Rules, 1938, namely:—

In the said Rules—

In rule 4—

(a) After the heading "*Business Reply Envelopes*" the following shall be inserted, namely:—

"Local delivery Business Reply Envelopes

For a weight not exceeding one tola.....one anna

For every tola or fraction thereof, exceeding one tola.....one anna.

Other Business Reply Envelopes".

(b) After the heading "*Business Reply Cards*" the following shall be inserted, namely:—

"Local Delivery Business Reply Cards

For a single card.....six pies

Other Business Reply Cards".

[No. R-1-17/50.]

K. V. VENKATACHALAM, Dy. Secy.

New Delhi, the 18th July 1950

S.R.O. 282.—In supersession of the Notification of the Government of India in the late Communications Department No. V.28, dated the 14th July, 1938, and in exercise of the powers conferred by rule 160 of the Indian Aircraft Rules, 1937, the Central Government is pleased to exempt the Rulers of Indian States from the operation of the following rules to the extent indicated, namely:—

(1) Clause (b) of sub-rule (1) of rule 31 of the said rules, to the extent that no registration fee shall be charged in respect of one aircraft maintained for the personal use of the Ruler; and

(2) rule 48, to the extent that no fees shall be charged in respect of the issue, validation or renewal of a licence in favour of a Ruler.

[No. 10-A/31-50.]

P. K. ROY, Dy. Secy.

MINISTRY OF RAILWAYS

(Railway Board).

New Delhi, the 12th July 1950

S.R.O. 283.—In exercise of the powers conferred by section 72A of the Indian Railways Act, 1890 (IX of 1890), the Central Government is pleased to approve the following forms of forwarding notes prescribed by all railway administrations.

(Approved by the Central Government for use on all Railways under section 72A of the Indian Railways Act, 1890).

GENERAL FORWARDING NOTE.

(To be used for regular traffic).

RAILWAY.

TO THE STATION MASTER RAILWAY STATION.

In consideration of the regular traffic in by coaching/mixed trains that I will be tendering for which I elect to pay at owner's risk rates, please accept this General Forwarding Note as valid for a period of six months from the date hereof.

Particulars of each consignment will be furnished in writing, if required, at the time of booking.

Dated

Name of Sender

Signature of Sender

Accepted.

Date

Station Master.

(Approved by the Central Government for use on all Railways under section 72A of the Indian Railways Act, 1890).

FORWARDING NOTE FOR GENERAL MERCHANDISE

RAILWAY.

TO THE STATION MASTER RAILWAY STATION.

Please receive the undermentioned consignment and forward by Goods and/or Mixed train*/ Coaching and/or Mixed train* to Station on the Railway as consigned below:—

By whom consigned.		To whom consigned.		Station to	No. of articles.	Description and private marks.	Sender's weight.		Freight paid/to pay.
Name	Address.	Name.	Address				Mds.	Srs	

[I do hereby certify that I have satisfied myself that the description, marks and weight or quantity of goods consigned by me have been correctly entered in this Forwarding Note.

†(1) The consignment is in bad conditions* and /or defectively packed*, as follows:—

†(2) At my request the consignment is despatched in open.....

†(3) Alternative railway risk and owner's risk rates being available, I elect to pay the.....rate.

†(4) To be forwarded via.....(a dearer route) at my request.

†(5) The cheapest route being closed*/partially closed*. to be forwarded via.....the next cheapest open route.

*Strike out where inapplicable.

†Strike out any clause inapplicable before signing this form.

Signature of sender or his agent.....

Dated.....195. Address.....

The attention of the sender or his agent is invited to the principal terms and conditions applying to the carriage of goods by railway which are set forth in the Railway's Goods and Coaching Tariffs and to the explanatory notes on the back hereof.

Note.—Additions or alterations made in the above entries must be signed (not initialled) by the sender or his agent.

Forwarding Note No.....Dated,.....

The form below to be filled up by the Railway staff only.

PARTICULARS OF WEIGHMENTS

Checked by.....Dated.....195...

Weighed by.....Dated.....195...

Loaded by.....Dated.....195...

Invoiced by.....Dated.....195...

Risk.....

No. of articles.	Description	Weight.	
		Mds.	Srs.

Description	No. of Articles.	Marks.	Actual weight		Weight charged.		Class.	Rate per maund.		Paid		To pay		Receipt No.	Invoice		Particulars of wagons			
			Mds.	Srs.	Mds.	Srs.		Rs.	as	Rs.	as	Rs.	as		No.	Date	No. and type	Own ing Ry.	C.O.	Floor area.

Explanatory Notes.

(1) A consignment not packed in accordance with railway rules or already in bad condition cannot be accepted for carriage unless the nature of the defect, e.g., not packed as required by railway rules; 2 cases planks broken; 12 drums leaky, etc., etc., is recorded in clause (1) overleaf.

(2) When a sender desires to despatch in open vehicles or vessels, a consignment which would otherwise be carried in covered vehicles or vessels,

per head and engage to pay the authorized percentage charge on excess value.

†(2) I declare that these packages contain.....of a value of Rs.and engage*/do not engage* to pay the percentage charge on value for increased risk, as required by the Administration. (Packages should be specifically mentioned).

†(8) Alternative railway risk and owner's risk rates being available, I elect to pay the.....rate.

†(4) To be forwarded via.....(a dearer route) at my request.

†(5) The cheapest route being closed*/partially closed*, to be forwarded via.....the next cheapest open route.

*Strike out where inapplicable.

†Strike out any clause inapplicable before signing this form.

Signature of sender or his agents.....

Dated.....195 . Address... ..

The attention of the sender or his agent is invited to the principal terms and conditions applying to the carriage of goods by railway which are set forth in the Railway's Goods and Coaching Tariffs as and to the explanatory notes on the back hereof.

Note.—Additions or alterations made in the above entries must be signed (not initialled) by the sender or his agent.

Forwarding Note No....., dated.....

The form below to be filled up by the Railway staff only

PARTICULARS OF WEIGHMENT.

No. of Articles	Description.	Weight.		Checked by.....dated..... 195...
		Mds.	Srs.	
				Weighed by.....dated.....195...
				Loaded by.....dated.....195...
				Invoked by.....dated.....195...
				Risk.....

Description.	No. of Article.	Marks.	Actual Weight		Weight charged.		Class.	Rate per maund		Paid		To pay		Receipt No.	Invoice		Particular of wagons.			
			Mds.	Srs.	Mds.	Srs.		Mds.	Srs.	Rs.	as	Rs.	as		No.	Date.	No. and type	Own- ing Ry.	C. C.	Floor area.

Explanatory Notes.

(1) The responsibility of a Railway Administration for loss, destruction, or deterioration of the animal(s), shall not exceed in the case of elephants Rs. 1,500 per head; horses Rs. 750 per head; mules, horned cattle or camels Rs. 200 per head; dogs, donkeys, goats, pigs, sheep or other animals or birds Rs. 80 per head, unless a higher value is declared in clause (1) overleaf and an engagement entered into to pay the authorised percentage charge on excess

[illegible]

Explanatory Notes.

(1) When alternative railway risk and owner's risk rates are quoted the latter will apply unless the sender, in clause (1) overleaf, enters the words 'railway risk' when he will pay or engage to pay the higher charge and will receive a certificate to this effect.

(2) When a consignment is to be forwarded *via* other than the cheapest route at the sender's request, the route by which the consignment is to be forwarded must be recorded in clause (2) overleaf.

(3) When a consignment is to be forwarded *via* the next cheapest open route, the cheapest route being closed, or partially closed, the route by which the consignment is to be forwarded must be recorded in clause (3) overleaf.

Note.—All clauses and words which are inapplicable are to be struck out before the Forwarding Note is signed.

[No. 4859 TC]

New Delhi, the 14th July 1950

S.R.O. 284.—In pursuance of Section 32 of the Indian Railways Act, 1890 (IX of 1890), the Central Government is pleased to direct that the following amendment shall be made in the Ministry of Railways (Railway Board)'s notification No. 2146-TC dated the 20th February, 1950, namely —

For the entry appearing as Exception under item 4, the following shall be substituted, namely —

Exception.

Gold booked from Ooragum to Bombay 4 annas per 100 rupees

[No. 2146-TC]

ORDER

New Delhi the 12th July 1950

S.R.O. 285 —In exercise of the powers conferred by sub-section (2) of section 74A of the Indian Railways Act, 1890 (IX of 1890), the Central Government is pleased to prescribe that the manner in which goods tendered to a railway administration for carriage by rail shall be packed shall be such as is described in the Indian Railway Conference Association Goods, Coaching and Red Tariffs, as for the time being in force.

[No. 4859-TC.]

New Delhi, the 15th July 1950

S.R.O. 286.—*Corrigendum.*—In the Notification of the Government of India in the Ministry of Railways No. 4762-TC, dated the 18th January, 1950, published in the *Gazette of India* dated 28th January 1950, on page 135, for "The note under rule 1 of the said rules shall be renumbered as note 1, and after the rule as so renumbered the following shall be added namely —

Note 2;"

read

Under clause (c) of rule 1 of the said rules, the following note shall be inserted, namely:—

Note:—"

[No. 4762-TC.]

S. S. RAMASUBBAN, Secy.

MINISTRY OF LABOUR*New Delhi, the 11th July 1950.*

S.R.O. 287.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the All India Industrial Tribunal (Bank Disputes) in the matter of alleged victimisation in the State of Bombay.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY**

ADJUDICATION**BETWEEN**

- (1) The Bank of Baroda, Limited,
- (2) The Hindustan Commercial Bank, Limited,
- (3) The Canara Bank, Limited,

AND*Their Workmen**In the matter of alleged victimization etc in the State of Bombay.***APPEARANCES.**

Shri B. K. Daphtary, Solicitor for the Bank of Baroda,

Shri D. B. Tilak instructed by Shri B. S. Munshi for the Hindustan Commercial Bank,

Shri D. B. Tilak for the Canara Bank,

Shri C. L. Dudhi instructed by Shri Chandrakant Seth, General Secretary of the Vadodra Rajya Bank Nekar Sangh for Shri Amin,

Shri C. L. Dudhia instructed by Shri S. N. Mantry, Secretary, Hindustan Commercial Bank Employees' Union, Bombay for Shri Jani.

Shri N. V. Phadke for Shri Shenoi.

AWARD

The following cases were heard at Bombay on 20th March, 1st April and 28th April 1950 respectively.

BANK OF BARODA LIMITED

Shri M. B. Amin.—Shri Amin is an ex-employee of the Bank of Baroda. He retired from service from the 1st September 1948 at his own request. He now wants reinstatement and payment of three months' bonus which was declared in 1948.

His application is unsustainable not merely because he was an 'Agent' of the Bank and not a 'workman' within the meaning of the Act but also for the reason that he retired of his own accord receiving provident fund, gratuity and everything else that he was entitled to. It is not a case of victimization at all.

His application is hence rejected.

HINDUSTAN COMMERCIAL BANK, LTD.

Shri V. C. Jani.—He has been the chief cashier in the bank since September 1944. There is an agreement dated the 13th December 1944 (marked Ex.A) under which he is called the "Treasurer". Under this agreement he has to engage and employ all such subordinate staff consisting of 'Cashiers, Sirkars, Munshis, writers, Cach, etc., keepers, poddars, Godown

keepers, Assistant Godown keepers, Peons, Chowkidars and such other persons as may be required for the efficient working of the Cash Department", of whom the Treasurer is the Head. He has direct control and dominion over the staff and he is responsible for seeing that each member of the Cash Department does his duty diligently, faithfully, honestly and properly. Further he is entrusted with the safe custody of all moneys, specie, bullion, coins, G.P. notes, stamps, Government and other securities, ornaments bonds and articles. He has to keep himself in touch with the various firms and business houses within his jurisdiction with a view to ascertain their financial status and the credit which they enjoy in the market and he has to keep the bank informed of the same from time to time. He was to deposit a sum of Rs. 15,000 in cash or Government securities as security for the due discharge of his duties which sum was to bear interest at half per cent per annum above the bank's own deposit rate with a minimum of 3 per cent. per annum. The agreement also stipulated the taking out of a fidelity insurance policy by him for Rs. 25,000 in addition to the cash security.

There is a letter dated the 4th September 1944 addressed by the Director of the bank Shri Chundul Mehta to Shri Jani appointing him as a cashier on a salary of Rs. 325 per mensem without any allowances which the other members of the staff might be getting. The aforesaid agreement was apparently the formal contract of service between the parties.

Shri Jani was given an increment of Rs. 15 on 28-3-1946 with effect from 1-1-1946. He got a second increment of Rs. 20 on 3-2-1947 with effect from 1-1-1947. It is in evidence that though he has been working under a special agreement he was put into the grade of Rs. 300—20—400 on 28-3-1946.

On 9-6-1947 a loss of Rs. 5,000 was incurred by the bank owing to the conduct of an Assistant Cashier working under Shri Jani when he went to the Reserve Bank of India to cash a cheque. Shri Jani was called upon to make good the loss as the guarantor. After much enquiry and correspondence it was ultimately settled on 28-12-1948 that the loss should be borne by the bank and Shri Jani in equal halves. Shri Jani paid up his share of the loss.

Pending settlement of the dispute the Bank stated on 4-6-1948 that his increment would be kept in abeyance. In his letter dated the 29th December 1948 addressed to the bank he repudiated his liability for the loss but still expressed thankfulness for the amicable settlement, and he wanted that his increment due from 1-1-1948 should be sanctioned. This was not done. The bank also withheld payment of interest on the lost sum of Rs. 5,000, deducting the sum from the security deposit and gave him only interest on the sum of Rs. 10,000 from 9-6-1947. In other words, he got only Rs. 150 out of Rs. 225 due for the period from 1-7-1948 to 30-12-1948. He wants this interest to be paid.

The bank resolved on 5-8-1943 that the staff should get dearness allowance of 10 per cent of the basic pay. Shri Jani was not given this allowance but was only given Rs. 25 as a special allowance. According to him, the amount due is Rs. 32-8 per mensem.

These are the claims in the petition that he has filed. The bank has opposed all of them. They say on the merits that he is not entitled to any increments as the agreement does not provide for the same and that what they gave as increments and special allowance was merely by way of grace. They also contend that they rightly withheld interest on the sum of Rs. 5,000 which they debited against his security deposit. They have raised a further contention that as he is an officer and not a "workman" the Act does not apply.

To get over the technical objection thus raised Shri Dudhia who appeared for Shri Jani pointed out that under the agreement his client was in the position of a contractor employing a large staff under him whose work he was to

supervise and whose fidelity he was to guarantee and that he is not an officer of the bank. The argument makes the position worse for Shri Jani. If his legal status is that of a mere contractor and not an employee of the bank, either as officer or as workman, he would not come within the scope of the Act at all. But as he gets paid by the bank, and has been entrusted with responsible duties, the discharge of which involves the exercise of judgment and discretion on his part, we are of opinion that he must be regarded as an officer of the bank and that his work, which is neither of a manual or clerical nature, is not that of a workman. According to the view taken by us in our award dated the 19th January 1950 regarding certain cases of alleged victimization etc. in the States of Delhi, East Punjab and Bihar, an industrial dispute can arise concerning even an officer between "employers and workmen" (or a union of workmen); and in this case Shri Jani's grievance have been brought to the notice of the Tribunal by the Hindustan Commercial Bank, Ltd. (Bombay) Employees' Union, Bombay. The said Union, however, has merely forwarded to this Tribunal a letter from Shri Jani addressed to it, with an enclosing letter dated the 3rd February 1950 "for your reference and doing the needful". This can hardly be said to raise an industrial dispute, and even if it could be so said it is clear that no dispute has been raised by the Union by the 13th June 1949, the date of the constitution of this Tribunal by Government. That being so, we must hold that even though Shri Jani may have a dispute with his employers it is not an industrial dispute as defined in the Act, and as such it is outside our jurisdiction. We, therefore, do not give any directions in this case. We would, however, invite the attention of the bank to certain circumstances in this case.

It does not appear to us to be just that Shri Jani should be deprived of his increments for the years 1948 and 1949 or the sum of Rs. 37-8 due to him for interest. The fact that he was working under a special agreement did not stand in the way of his being put in the grade of Rs. 300-30-400 and getting two increments as stated already. The increments appear to have been kept in abeyance only till the dispute as regards the sum of Rs. 5,000 was settled. After it was amicably settled there was no reason why he should not have got the increments for the year 1948 and 1949 (Rs. 240 and Rs. 480 respectively, or all Rs. 720). Similarly under the settlement he became liable only for half the loss, viz., Rs. 2,500 and he should get interest for the other Rs. 2,500, the responsibility for which the bank took up and settled. We hope that the bank would be fairminded and pay to Shri Jani what is due to him. He is not entitled to any dearness allowance not only because the agreement does not provide for it but also because the letter appointing him says that he was to get his salary without any allowances which may be payable to the other staff; and it may also be noted that he was getting a special allowance of Rs. 25 per mensem.

CANARA BANK, LIMITED.

The complaint of Shri U. Surendra Shenoi, a dismissed employee of the Canara Bank, Ltd., was as follows: He joined the bank in 1937 and came to Bombay in 1943. There he took part in forming an Employees' Union. He was transferred to Poona in November 1946, and in August 1947 he was ordered to go to Karachi. He objected to the transfer and ultimately he was ordered to go to Nagpur, a period of 23 days out of the 28 days between the date on which he was relieved from Poona and the date when he was ordered to go to Nagpur being treated as leave without pay. He went to Nagpur and again in April 1948 he was transferred to Mangalore. He went there and sent his travelling allowance bill for Rs. 131, out of which he claimed Rs. 104-8 as the II class train fare. The head office allowed him only III class railway fare, Rs. 56-5. It has now been admitted that as his "personal pay" was

Rs. 150 per month he was eligible to travel by the second class. In all probability, if the head office had not made this mistake his whole travelling allowance bill would have been passed. But this did not happen. After the head office's objection, Shri Shenoi wrote to the General Manager saying that he had actually had to spend the amount he had billed for and he also pointed out that an employee drawing a salary of Rs. 150 was entitled to travel by the second class. More than a month later, the General Manager drew up proceedings (without acknowledging the serious mistake committed by his head office) in these terms:

"READ. Re. T.A. Bill dated 8-6-1948 of Mr. U. Surendra Shenoi for journey from Nagpur to Mangalore with orders thereon and his subsequent letter on the same subject.

"The above employee claimed Rs. 104-8 for train fare at II class rates. On reliable information as well as on the tenor of employee's own subsequent letter, the General Manager apprehends that the employee actually travelled by a lower class and incurred far lower expenditure. The conduct of the employee and the attitude taken up by him in his letter *prima facie* disclose a defect of character which in the opinion of the General Manager renders the employee unfit for service under the bank. The employee is therefore called upon to submit within 3 days of receipt of these proceedings a full explanation of his conduct and to show cause why his services should not be dispensed with.

"Pending the completion of the enquiry into his conduct, the employee is placed under suspension with immediate effect."

Shri Shenoi thereupon gave the following explanation:

- (1) that he had had actually to spend the amount for which he had submitted the bill, i.e., Rs. 131 (this assertion was made three times in his letter);
- (2) that under the rules he was entitled to II class fare;
- (3) that it was not clear to him how the "tenor" of his letter could make the General Manager apprehend that he had "actually travelled by a lower class and incurred far lower expenditure";
- (4) that what had been stated to be based on "reliable information" was not true;
- (5) that he was unable to understand how "the attitude taken up by him" was found objectionable; that his poor power of expression might have given rise to this impression; if so, the "specific defective passage" might be pointed out so that he could correct himself in future;
- (6) that the eleven years of his service had been characterised by sincerity, earnestness and devotion to duty.

Shri Shenoi also asked for some suspension allowance pointing out that in Government service 25 per cent of the salary is given; he asked for 50 per cent. Nothing was paid although two reminders were sent. Ultimately he was obliged to take a loan from the Mangalore city office.

The head office, on 9-9-1948 addressed the following questionnaire to him, asking him to reply within 3 days:—

- "(1) When did you start from Nagpur and by which train?
- (2) Did you break your journey from Nagpur to Madras at any place? If so mention the place or places where you broke the journey and the period of your stay at such place or places and the date or dates of your starting from such place or places.

- (3) Did you travel from Nagpur to Madras throughout by II class?
- (4) When did you start from Madras and by which train?
- (5) Did you break your journey from Madras to Mangalore at any place? If so, mention the place or places where you broke the journey and the period of your stay at such place or places, and the date or dates and the train which you started from such place or places.
- (6) Did you travel from Madras to Mangalore throughout by II class?"

Mr. Shenoi wrote in reply:

"As I do not maintain a diary and also as I cannot recall the various particulars called for in the letter under reference at this distance of time I am unable to give definite answers to your questions contained in the letter as required by you."

A month later, on the 18th October 1948, the General Manager, held proceedings recorded as under

"Mr U. Suvendra Shenoi's attention was pointedly drawn to the fact that in his explanation dated 11th August 1948 he had not stated the class by which he travelled from Nagpur to Mangalore, and he was asked in my letter dated 9th September 1948 to state categorically whether he travelled by 2nd class. In his reply dated 17th September 1948 he says evasively that he cannot recall the fact, a statement which cannot be believed at all.

"The explanation dated 11th August 1948 furnished by the employee read along with his letter dated 17th September 1948 is not satisfactory and cannot be accepted. There cannot be any doubt that he actually travelled by a lower class, but claimed 2nd class Railway fare in his T A bill dated 8th June 1948. Thus conduct discloses a defect of character which renders the employee unfit for service under the bank. His services may therefore be dispensed with.

"The papers will be submitted to the Executive Committee of the Board of Directors for consideration and necessary action."

The order of dismissal is sought to be justified mainly on the ground that Shenoi actually travelled by an inferior class from Nagpur to Mangalore but claimed travelling allowance as if he had travelled by the second class. This allegation is sought to be established on the following evidence:

- (1) he has nowhere specifically alleged that he travelled by the second class;
- (2) when he was specifically asked whether he had travelled (a) from Nagpur to Madras and (b) from Madras to Mangalore by the II class, he pretended that as he had not maintained a diary he "could not recall the various particulars called for;" and
- (3) other reliable evidence which had come to the General Manager's knowledge.

As to (1) the bill that Shri Shenoi preferred on the 8th June clearly stated that Rs. 104-8 was on account of "train fare from Nagpur to Madras and Madras to Mangalore," clearly meaning second class fare; and in his explanation dated the 11th August 1948 he said three times that he had to spend the amount for which he had submitted the bill; it does not appear to us that any clearer or more positive assertion was necessary.

As to (2) Shri Shenoi appears to have felt that he was being subjected to an inquisition and most of the matters asked for would be such as he would

be unable to depose to with precision in the absence of a written record. He seems to have also felt the futility of again making an assertion which was doubted by the General Manager and felt that the nature of the questions revealed a prejudice against him. Hence out of a feeling of disgust and injured self-respect he seems to have declined to give specific answers to the questions.

As to (3) the General Manager, who was present, was asked the source of the so-called "reliable information". He said that it was an employee of the bank named S. Shripad Rao, now at Bombay. This employee was sent for and Shri Tilak for the bank questioned him. He said:

"In 1948 Mr. Shenoi was transferred from Nagpur to Mangalore. I was then at Nagpur. He wanted to travel by II class; he was trying to get a ticket through one of our clients. But he did not succeed. He went to purchase his ticket himself. I did not accompany him to the station. I know nothing more. I do not know by what class he actually went by train. Before leaving he said to me that even if he did not get a II class ticket, he would procure an inter class ticket and go."

This man's evidence thus does not support the allegation that Shri Shenoi travelled by an inferior class when he went to Mangalore. In any case even if he did, he should have been told that the General Manager had questioned S. Shripad Rao and he should have been informed of the evidence against him and given an opportunity to cross examine the witness, at least to say what he had to say on the evidence. But no inkling of what the source of the "reliable information" was, or exactly what it amounted to, was given to him. This appears to be grossly unfair procedure and the order of dismissal cannot be allowed to stand. We understand that Shri Shenoi was fortunate enough to get another job, on about the same pay, about two months after his dismissal, but that he is anxious to return to the service of the bank. For the period of his suspension the bank has now allowed him an allowance at the same rate as his salary. We direct that he shall be reinstated with effect from the date of his dismissal but that he shall get his salary only in respect of the four months immediately prior to his reinstatement, which shall be made within one month from the publication of this award. We further direct that the continuity of his service shall be maintained and that the usual provident fund contributions within the maximum permissible shall be allowed, and he shall also get any increments to which he would have been entitled if he had been continuously in service, on full pay, with any leave to which he might have been entitled, throughout the entire period of his absence from the Bank since the date of his dismissal.

After the hearing was over Shri Tilak came and told the Tribunal that he had forgotten to raise the question of the Tribunal's jurisdiction, as Shri Shenoi had been an officer of the Canara Bank. There was no inkling of this point in the pleadings or other documents filed before us, nor was there any evidence as to the nature of Shri Shenoi's duties, and nothing except that his pay had been Rs. 150 per month on which the claim that he had been an officer could be founded; and as Shri Phadke had left the Chamber where the case had been heard Shri Tilak was told that the point could not be allowed to be taken at that stage.

K. C. SEN, *Chairman.*

J. N. MAJUMDAR, *Member.*

N. CHANDRASEKHARA Aiyer, *Member.*

Bombay, the 28th June, 1950.

S.R.O. 288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following *interim* award of the All India Industrial Tribunal (Bank Disputes) in the industrial dispute regarding *interim* relief between certain banking companies and their employees in the State of West Bengal.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY

ADJUDICATION

BETWEEN

The Bank of India, Ltd.

AND

Their workmen.

In the matter of the award as to interim relief relating to West Bengal as far as it applies to the Bank of India.

INTERIM AWARD

This *interim* award is necessitated owing to a mistake that has crept into our award as to *interim* relief relating to West Bengal [Ministry of Labour's Notification No. LR-2(258)I dated the 28th December 1949]. There the scales of pay cited as those in operation in the Bank of India since July 1946 have been wrongly quoted, the actual scales in operation being more liberal than those. The conclusion reached in that award that the agreed scales of 1946 were "inadequate in the context of the situation which prevails today" was not justified, and the error had to be corrected by the issue of a corrigendum. In the case of this bank, the Exchange Banks which did not follow the Bengal Chamber of Commerce scheme and the Central Bank of India, we directed that the clerical staff should receive a dearness allowance at the rate of 40 per cent. of the basic pay, with a minimum of Rs. 40 per month and a house rent allowance at the rate allowed by Shri S. K. Sen's award. It seems to us that if the mistake pointed out above had not been committed we should have given somewhat different directions regarding the staff of the Bank of India; for we find that the scale of pay existing in the Bank of India is appreciably more favourable to the clerical staff than that in existence in the Central Bank of India. In order to rectify the mistake in our directions consequent on the error of fact referred to above we direct that with effect from the 1st June 1950 the house rent allowance payable to a clerk by the Bank of India shall be so adjusted that his total emoluments shall not exceed the greater of the following two, namely, the total emoluments payable to clerks in the Central Bank of India with similar years of service and the total emoluments he would have received if the *interim* award of 31-12-49 had not been in force. In order that there be no hardship we direct that there shall be no refund of the house rent allowance in respect of the period from the 1st June 1949 to the 31st May 1950.

We intended to incorporate our directions on this subject in our main award on the general issues, but we are now of opinion that the matter should not be kept pending any longer and we have, therefore, found it necessary to make this award at this stage.

K. C. SEN, *Chairman.*

J. N. MAJUMDAR, *Member.*

N. CHANDRASEKHARA Aiyer, *Member.*

Bombay, the 18th June, 1950.

[LR 2 (258)]

N. M. PATNAIK, *Deputy Secy.*

New Delhi the 13th July 1950

S.R.O 289.—The following draft of certain rules which it is proposed to make in exercise of the powers conferred by section 10 of the Coal Mines Labour Welfare Fund Act 1947 (XXXII of 1947) is published as required by sub section (1) of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 15th August 1950

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government

DRAFT RULES

1 *Short title and definition*—(1) These rules may be called the Coal Mines Labour Welfare Office Establishment (Contributory Provident Fund) Rules, 1950

(2) They shall be deemed to have come into force with effect from the 1st day of June 1947

2 In these rules unless there is anything repugnant in the subject or context,—

(i) Accounts Officer means the Accountant General Bihar

(ii) Commissioner means the Coal Mines Welfare Commissioner

(iii) Emoluments means pay leave salary or subsistence grant as defined in the Fundamental Rules and includes—

(a) any wages paid from the Welfare Fund to employees not remunerated by fixed monthly pay and

(b) any remuneration of the nature of pay received in respect of foreign service (i.e. service rendered with any other employer with the permission of the Chairman, Coal Mines Labour Welfare Fund Advisory Committee)

(iv) employee means any person holding an appointment the emoluments of which are paid from the Welfare Fund

(v) family means —

(a) in the case of a male subscriber the wife or wives and children of the subscriber and the widow, or widows and children of a deceased son of the subscriber

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate unless the subscriber subsequently indicates by express notification in writing to the Accounts Officer through the Commissioner that she shall continue to be so regarded,

(b) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of deceased son of the subscriber

Provided that if a subscriber by notification in writing to the Accounts Officer through the Commissioner expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate unless

the subscriber subsequently cancels formally in writing her notification excluding him.

NOTE I.—‘Children’ means legitimate children.

NOTE II.—An adopted child shall be considered to be a child when the Commissioner, or when any doubt arises in the mind of the Commissioner, the Solicitor to the Government of India, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only.

(vi) ‘Provident Fund’ means the Coal Mines Labour Welfare Office Establishment Contributory Provident Fund.

(vii) ‘subscriber’ means any employee of the Welfare Fund admitted to the Provident Fund.

(viii) ‘Welfare Fund’ means the Coal Mines Labour Welfare Fund constituted under the Coal Mines Labour Welfare Fund Ordinance, 1944.

(ix) ‘year’ means a financial year.

3. *Constitution and management of the Provident Fund.*—The Provident Fund shall be administered by the Accounts Officer and shall be maintained in rupees in India.

4. These rules shall apply to all non-pensionable employees holding a substantive appointment:

Provided that employees in temporary service may also be admitted to the Provident Fund with the written consent of the Commissioner if they have been employed or, in the opinion of the Commissioner, are likely to be employed for at least three years:

Provided further that persons appointed on probation to substantive appointments or appointed to officiate in an office which is vacant or the permanent incumbent of which does not draw any part of the pay or count service may, if they are confirmed without interruption, be allowed to join the Provident Fund with retrospective effect from the date of their joining the service. The monthly subscription of a subscriber so admitted under these provisions to the Provident Fund shall not be less than 10 per cent. of his pay till all arrears are paid up in full.

NOTE.—No employee who is in receipt of a pension from Government shall be admitted to the Provident Fund.

5. *Nomination.*—(1) A subscriber shall, as soon as may be after admission to the Provident Fund, send to the Accounts Officer through the Commissioner a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Provident Fund, in the event of his death occurring before that amount has become payable or having become payable has been paid. If any such person pre-deceases the subscriber, the right conferred upon him shall pass to such other person or persons as provided in the nomination.

(2) Every such nomination shall be in the form set forth in the First Schedule of these rules. If a subscriber nominates more than one person under sub-rule (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Provident Fund at any time.

(8) A subscriber may at any time cancel a nomination by sending a notice in writing to the Accounts Officer through the Commissioner:

Provided that the subscriber shall along with such notice send a fresh nomination in accordance with sub-rules (1) and (2) of the rule.

(4) Every nomination made and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Accounts Officer

6 *Subscriber's Account*.—An account shall be prepared in the name of each subscriber and maintained by the Accounts Officer in the form set forth in the second Schedule appended to these rules

7 *Conditions and rate of subscriptions*.—(1) A subscriber shall subscribe monthly to the Provident Fund when on duty or foreign service

(2) A subscriber may, at his election, not subscribe during leave

(3) A subscriber shall intimate his election not to subscribe during leave by a written communication to the Accounts Officer through the Commissioner before he proceeds on leave.

(4) Failure to make due and timely intimation shall be deemed to constitute an election to subscribe

(5) The election of a subscriber intimated under this sub-rule shall be final.

(6) A subscriber shall *not* subscribe to the Provident Fund when on extraordinary leave without pay or under suspension. He shall, however, on return from a period of such leave without pay or on re-instatement after a period passed under suspension be allowed the option to subscribe for that period, at the discretion of the Commissioner. The amount of subscription to be paid shall also be determined by the Commissioner the general principle to be observed being that the subscription should be calculated on half the emoluments drawn by the employee before he proceeded on leave without pay or was placed under suspension.

8. (1) The amount of subscription shall be fixed by the subscriber himself subject to the following conditions:

(a) it shall be expressed in whole rupees

Provided that, if the emoluments of the subscriber do not exceed fifty rupees a month, the amount may be any multiple of a half rupee.

(b) it may be any sum so expressed at a rate not less than $6\frac{1}{2}$ per cent. (i.e., one anna in the rupee) of his monthly emoluments.

(2) For the purpose of sub-rule (1) the emoluments of a subscriber shall be,—

(a) in the case of a subscriber who was on duty on the 31st March of the preceding year, the emoluments to which he was entitled on that date;

(b) in the case of subscriber admitted to the Provident Fund on a subsequent date, the emoluments to which he was entitled on such subsequent date,

(c) in the case of a subscriber who was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave the emoluments to which he would have been entitled had he been on duty; and

(d) in the case of a subscriber who was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date the emoluments to which he was entitled on the first day after his return to duty.

(3) The subscriber shall intimate the fixation of the amount of his monthly subscription for each year on the basis of his emoluments and rate permissible.

(4) The subscriber shall be permitted to increase the amount of subscription once at any time during the course of the year there shall however, be no corresponding increase in the Welfare Fund's Contribution

Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of that month and if he has elected not to subscribe during leave the amount of the subscription shall be proportionate to the number of days spent on duty in the month

9 *Realisation of subscription*—(1) When the emoluments are drawn on the establishment pay bills, recovery of subscriptions, to and the principal and interest of advances granted from the Provident Fund shall be made by deduction from the pay bills

(2) When the emoluments are drawn otherwise the subscriber shall forward his dues monthly to the Accounts Officer

10 *Contribution by the Welfare Fund*.—(1) The Commissioner shall make yearly a contribution to the account of each subscriber from the Welfare Fund

Provided that if a subscriber quits service or dies during the course of a year, proportionate contribution shall be credited to his account for the period between the close of the proceeding year and the date of his retirement or death as the case may be

(2) The rate of contribution made by the Commissioner shall be $6\frac{1}{4}$ per cent (1/16th) of the subscriber's emoluments drawn on duty or if he has been on leave and elected to subscribe during such leave the emoluments to which he would have been entitled had he been on duty

(3) The amount of contribution shall be rounded off to the nearest whole rupee, (eight annas counting as the next higher rupee)

11 *Interest*—The Commissioner shall pay to the credit of the account of a subscriber interest at such rate as the Central Government may from time to time prescribe for the payment of interest on a subscriber's accumulations in the Provident Fund

12 *Advances*.—When the pecuniary circumstances of a subscriber are such that indulgence is absolutely necessary a temporary recoverable advance may, at the discretion of the Commissioner, be granted to a subscriber out of the amount standing to his credit in the Provident Fund, on the conditions that

(i) the advance is required to pay expenses on behalf of a subscriber or his family on any of the following

(a) Prolonged illness or medical attention,

(b) overseas passage for reasons of health or education,

(c) marriage funerals or ceremonies which by his religion it is incumbent upon the subscriber to perform

(ii) the advance is expressed in whole rupees and shall not, except for special reasons exceed three months pay of the subscriber and shall in no case exceed the amount of subscriptions and interest thereon standing to his credit in the fund

(iii) a written request is made to the Commissioner showing reasons for the request

Provided that if the reason is of a confidential nature it may be communicated to the Commissioner personally or confidentially

13 Any advance shall be recovered from the subscriber in such number equal monthly instalments as the Commissioner may direct but the number

shall not be less than 12 unless the subscriber so elects or in any case more than 24.

14. *Deductions.*—Subject to the conditions that no deduction may be made which reduce the credit by more than the amount of any contribution by the Commissioner with interest thereon credited under rules 10 and 11 before the amount standing to the credit of a subscriber in the Provident Fund is paid out of the Fund, the Commissioner may direct the deductions therefrom and payment to the Welfare Fund of—

- (a) any amount, if a subscriber has been dismissed from the service for grave mis-conduct:

Provided that, if the order of dismissal is subsequently cancelled, the amount so deducted shall, on his reinstatement in the service, be replaced at his credit in the Provident Fund;

- (b) any amount if a subscriber resigns his employment under the Welfare Fund within three years of commencement of service thereof otherwise than by reasons of superannuation or a declaration by competent medical authority that he is unfit for further service;

- (c) any amount due under a liability incurred by the subscriber to the Welfare Fund.

15. The instalments shall be expressed in whole rupees and recovered from the subscriber's salary in the manner indicated in rule 9. The first instalment shall commence from the first payment of a full month's salary after the grant of advance.

16. Interest at a rate prescribed by the Central Government from time to time, shall be recovered in one instalment following the complete re-payment of the principal:

Provided that when the advance is distributed to be recovered in more than 19 instalments, the interest may be recovered in two instalments

17. *Final Withdrawal of accumulations in the Provident Fund.*—The amount standing to the credit of a subscriber shall become payable at the time of quitting service or the death of the subscriber in the manner provided by these rules.

18. The total accumulations in the account of a subscriber less the amount of unrecovered advance and interest therein, if any, shall be paid as follows:—

- (i) to the subscriber on his ceasing to be an employee;
- (ii) in the event of the death of the subscriber having made a nomination in accordance with these rules, to the nominee or nominees, and in the event of such nominee or nominees predeceasing the subscriber, to the alternative nominee or nominees, in the manner indicated in the declaration form, or
- (iii) in the event of the death of the subscriber without having made a nomination in accordance with these rules or whose nominee or nominees or alternate nominee or nominees has/have not survived the subscriber, to the legal heir or heirs of the subscriber on the production by him/them of probate or letters of administration evidencing the grant to him/them of the administration of the estate of the subscriber or a certificate granted under the Indian Succession Act, 1925, entitling the holder thereof to receive payment of such amount:

Provided that if the amount of such accumulations does not exceed Rupees five thousand it may be paid to any person appearing to the Commissioner to be entitled to receive it.

FIRST SCHEDULE

FORM OF DECLARATION

Name of Subscriber

Date of Acceptance of nomination by Accounts officer

Account No.

1. I hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Provident Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names.

2. I also request that the amount payable as above to the minors be paid to the persons named against them:—

Name and address of the nominee	Name and address of the alternate nominee in the event of the person so nominated pre-deceasing me	Relationship with the subscriber	Whether major or minor. If minor state age	Share of deposit payable	Name and address of the person to whom share is to be paid on behalf of minor.	Sex and percentage of person referred to in previous column	Contingencies on the happening of which the nomination shall become invalid	Remarks
1	2	3	4	5	6	7	8	9

3. **I hereby cancel the declaration made by me previously on.....(date).

**To be scored out if not applicable.

(Signature of subscriber)

Date of Declaration.....

Witnesses:—

1.
(Signature of witness No. 1)

Name and address:—

2.
(Signature of Witness No. 2.)

Name and address:—

SECOND SCHEDULE

Provident Fund Account and Abstract Balance of each subscriber.

(HALF YEAR SHEET.)

NAME OF SUBSCRIBER APPOINTMENT OR
APPOINTMENTS HELD UNDER THE
WELFARE FUND

CORRESPONDING DATE
OF APPOINTMENT.....

ACCOUNT NUMBER.....

DATE OF ADMISSION TO PROVIDENT FUND.. REMARKS OR SPECIAL PROVISION, IF ANY.....

SUBSCRIPTION

Emoluments as determined under rule 8 (2)	Monthly rate <i>vide</i> rule 8 (3)	'Amount subscribed during the month'						Total for the half-year	Contribution from the Welfare fund	Interest	Grand total of Col. 4, 5 & 6.	Remarks
		Apr.	May	June	July	August	Sept.					
		Oct.	Nov.	Dec.	Jan.	Feb.	March					
1	2				3			4	5	6	7	8

ADVANCES

Total amount of advance granted under rule 12.	Number of instalments and monthly amount of recovery <i>vide</i> rules No. 14 and 15.	Instalments recovered during the month of						Total amount recovered during the half-year	Amount already recovered in previous half years	Interest on advance <i>vide</i> rule No. 16	Grand total of Col. 4, 5 & 6	Remarks	
		Apr.	May	June	July	Aug.	Sept.						
		Oct.	Nov.	Dec.	Jan.	Feb.	Mar.						
1	2							3	4	5	6	2	8

(more give serial number of instalments of recovery of advance).

Verified from relevant documents viz. pay bills.
Initials of Accountant.

Checked, and found correct, send copy to subscriber.
Signature of Accounts Officer.

(M.-1 (3) 150.)

P. N. SHARMA, Under Secretary.